

ARTICLE XXIX

COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be an original and the counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Landlord and Tenant have signed and sealed this agreement as of the day and year first above written.

WITNESSES:

LANDLORD:

GUY GANNETT PUBLISHING CO.,  
d/b/a BITHLO TOWER COMPANY

Louie Andrews  
\_\_\_\_\_

By: Michael L. Boek  
Its Vice President ~~Finance~~ TV

TENANT:

John D. Swancy  
\_\_\_\_\_

By: Alfred D. Calantano  
Its VP/CEO

SEL/40050.CD2

EXHIBIT A  
PROPERTY DESCRIPTION

Location - Geographical	-	Near State Road 420 in Bithlo Quadrangle Northeast of Town of Bithlo
Compass	-	Latitude 28° 34' 51 sec Longitude 81° 04' 32 sec
Structure - Tower	-	1674 ft. in height at mean sea level above ground 1609 ft.  Triangular face tower not less than 10 ft. base - strobe lit  Guy Point anchors to be driving Pilings - 70% guying  RCC Platforms at 1400 ft. - 1000 ft.; 600 ft. level
Compliance	-	Will be in compliance with or exceed all Orange County windload requirements  FAA approval issued September 7, 1983.

# Exhibit B-1

DOOR SCHEDULE				
NO.	DOOR	DOOR TYPE	DOOR	REMARKS
1	1-1-1-1	DOOR TYPE 1	DOOR TYPE 1	DOOR TYPE 1
2	1-1-1-2	DOOR TYPE 1	DOOR TYPE 1	DOOR TYPE 1
3	1-1-1-3	DOOR TYPE 1	DOOR TYPE 1	DOOR TYPE 1
4	1-1-1-4	DOOR TYPE 1	DOOR TYPE 1	DOOR TYPE 1

NOTE: 1. DOOR TYPE 1 IS A DOOR WITH A DOOR TYPE 1 DOOR.

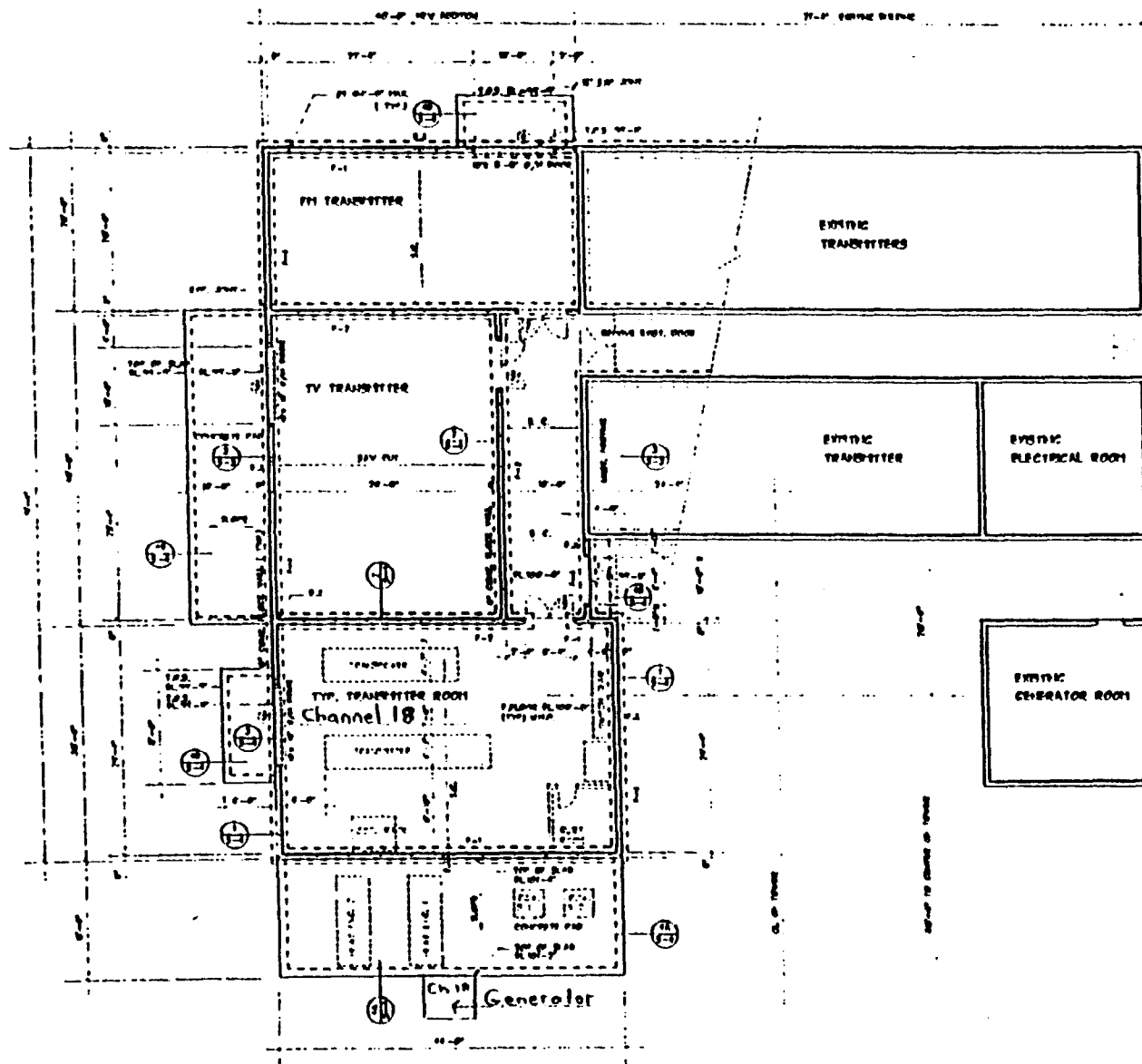


Exhibit B-2

1150.40  
N43°19'49"E

CHLB  
Generator

Addition

N78°10'11"E  
1150.40

Satellite  
Receiver  
Area

TOWER LOCATION

LATITUDE 28°34'51"

LONGITUDE 81°04'32"

1150.40  
S10°10'11"W

GUY LOCATION

Exhibit B-2

B-2

MB  
EC

EXHIBIT C

THE ANTENNA SPACE

DESCRIPTION OF EQUIPMENT

EQUIPMENT TO BE MOUNTED ON TOWER

One (1) DIELECTRIC TFU-38 JDA  
Channel 18 Television Antenna  
Center of Radiation - 1502 Ft. HAAT.

Including:

1. Antenna Mounting Bracket
2. Dielectric 9-3/16" Coaxial  
Transmission Line Extending  
from Antenna to Transmitter

One (1) MARK ANTENNA HP-65A120L  
6.425-7.125 GHz Microwave Antenna  
Center of Radiation - 500 Ft. HAAT.

Including:

1. Antenna Mounting Bracket
2. Radome
3. Cablewave WE 65 Elliptical  
Waveguide Extending  
from Antenna to Microwave Equipment

All necessary hangers and clamps to complete proper installation  
of above equipment.

7/26/91  
Back called.  
said trans line  
is 8" not  
1-3/16" W. 11  
over and tower  
on risk. The  
will deal  
with it.

MB  
EC

ADDENDUM TO EXHIBIT C

The height and leg indicated on Exhibit C is approximate and will be decided on by Gannett after Rainbow Broadcasting, who has first choice, has made their decision.

MB  
AC

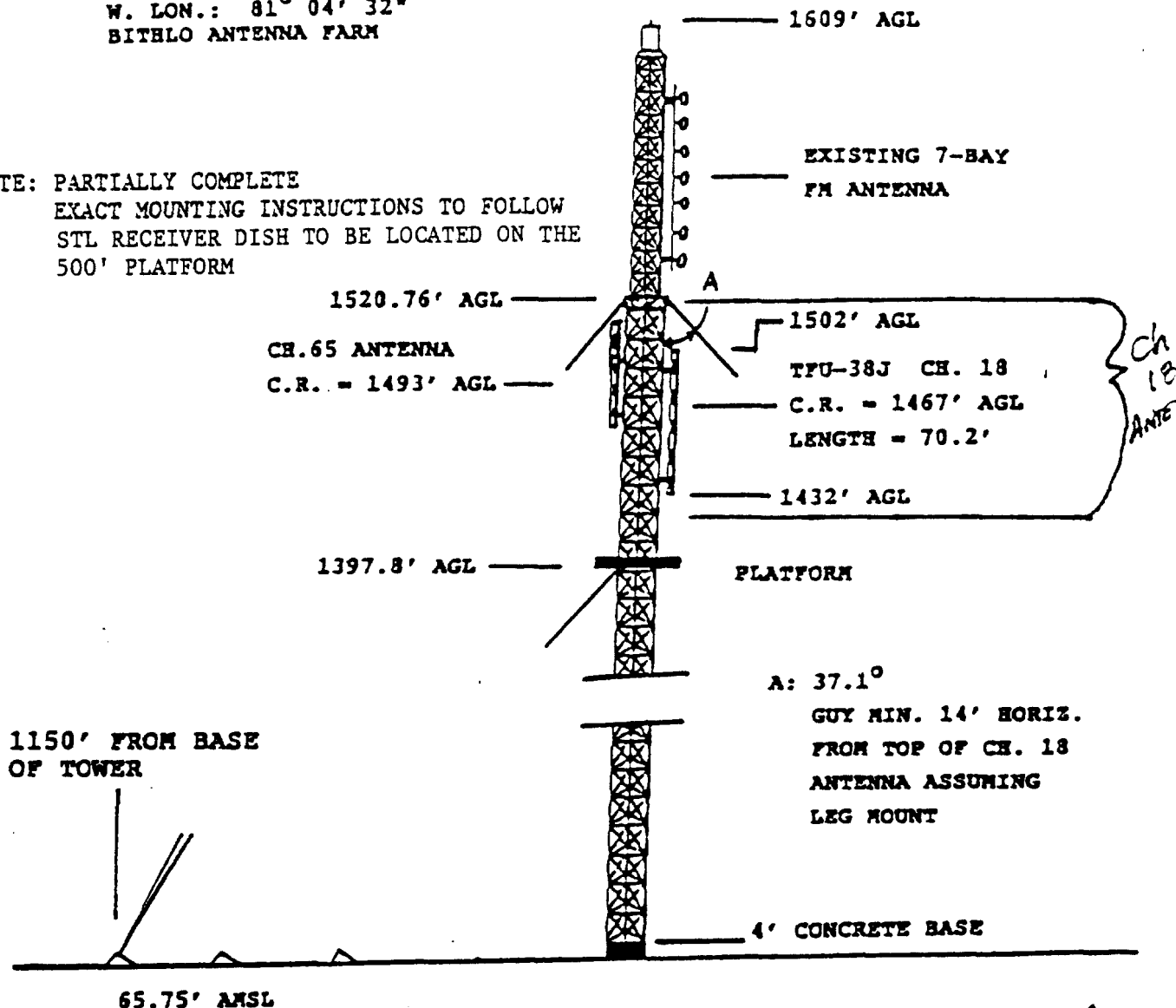
# EXHIBIT C

PAINTING AND LIGHTING: IN ACCORDANCE  
WITH F.A.A. SPECIFICATIONS.

NOT DRAWN TO SCALE

N. LAT.: 28° 34' 51"  
W. LON.: 81° 04' 32"  
BITHLO ANTENNA FARM

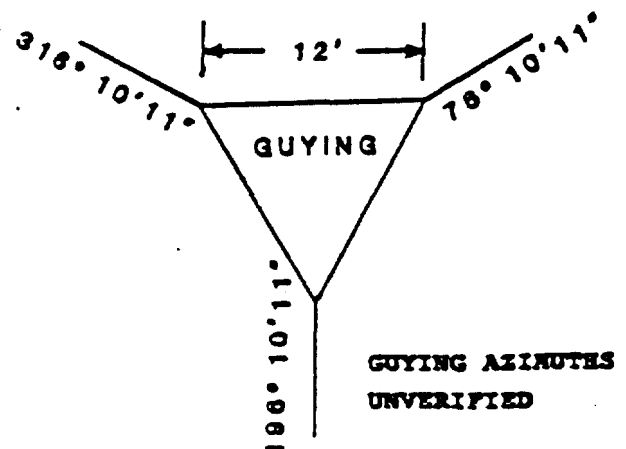
NOTE: PARTIALLY COMPLETE  
EXACT MOUNTING INSTRUCTIONS TO FOLLOW  
STL RECEIVER DISH TO BE LOCATED ON THE  
500' PLATFORM



LEG DIAMETER = 3 5/8"  
DIAGONALS: 1 1/4" TO 1 3/4"

WITHIN APPERTURE:

1. TWO 4 1/8" FM COAX
2. LIGHTING CONDUIT
3. ELEVATOR & CABLES
4. TELEVISION ANTENNA



VERTICAL TOWER SKETCH  
PRESS BROADCASTING CO.  
TV CHANNEL 18  
CLERMONT, FLORIDA

MULLANEY ENGINEERING, INC.  
\*\* GAITHERSBURG, MARYLAND

MARCH 1991

\*\* MODIFIED BY BITHLO TOWER COMPANY

EXHIBIT D

RENT

The rent specified hereinbelow shall be paid by Tenant pursuant to Article III hereof, this schedule being an integral part of said Article III of the attached Lease.

(a) Initial Rent. Tenant covenants and agrees to pay Landlord for the Leased Premises a monthly rental of Six Thousand Two Hundred and Fifty Dollars (\$6250.00) for a period of sixty (60) consecutive months. In addition, Tenant further covenants and agrees to pay as rent for each day of the period between the Commencement Date and the first day of the month first following the Commencement Date day the sum of Two Hundred Eight Dollars and 33/100 \$208.33. Except to the extent otherwise provided below, Tenant agrees to pay rent due under this Lease in equal monthly installments on the first day of each and every month of the term hereof. On the Commencement Date, Tenant shall pay to Landlord rent for the period from the Commencement Date to the first day of the month next following same and for each of the next following six (6) months periods. 7/1/20 6/30/20

(b) Rent Increases.

(i) Commencing with the first month of the sixth year of said Initial Term, Tenant shall pay to Landlord on the first day of said month a rental of Seven Thousand Eight Hundred and Twelve Dollars and 50/100 (\$7812.50), and a like payment on the first day of each and every month thereafter for a period of sixty (60) consecutive months. \$ 468,750 7/1/20 6/30/20

(ii) Commencing with the first day of the first month of the eleventh year of the Initial Term of the Lease, Tenant shall pay to Landlord on the first day of said month a rental of Nine Thousand Seven Hundred and Sixty Five Dollars and 63/100 (\$9765.63), and a like payment on the first day of each and every month thereafter for a period of sixty (60) consecutive months. \$ 585,938 7/1/20 6/30/20

(iii) If Tenant shall exercise its option to renew said Lease for a First Renewal Term in accordance with the provisions of said Lease Agreement, Tenant shall pay to Landlord on the first day of the first month of said First Renewal Term a rental of Twelve Thousand Two Hundred and Seven Dollars (\$12,207.00) and a like payment on the first day of each and every month thereafter for a period of sixty (60) consecutive months. 7/1/20 6/30/20



(iv) If Tenant shall exercise its option to renew said Lease for a Second Renewal Term in accordance with the provisions of said Lease Agreement, commencing with the first day of the first month of said Second Renewal Term, Tenant shall pay to Landlord a rental of Fifteen Thousand Two Hundred and Fifty Eight Dollars and 75/100 (\$15,258.75 ) and a like payment on the first day of each and every month thereafter for a period of twelve (12) consecutive months.

(c) Taxes. With respect to the Transmitter Building which is owned by Tenant in common with others, which may be taxed to Landlord, Tenant shall reimburse Landlord, when invoiced, for all taxes attributable to the Tenant's Space. Tenant's share of the taxes for the Transmitter Building shall be established by Landlord in its sole discretion, provided that in no event shall the percentage allocated to Tenant exceed its interest in the Transmitter Building as such interest provided in Article III(b) of the Lease.

Tenant shall also pay all ad valorem taxes and special assessments on or against Tenant's personal property which is situated on the Leased Premises within the time required by the taxing authorities in order to avoid penalty and to supply Landlord with proof of the same.

Tenant shall pay to Landlord, when invoiced, its pro rata share of any increases in taxes imposed upon the Premises, with improvements thereon, whether real or personal, from and after the base year, 1986, provided that any increase will be calculated based upon taxes actually paid by Landlord for the year 1986 after final adjudication, if any, of the tax amount due. Tenant's pro rata share of said taxes shall be equal to its interest in the Transmitter Building as such interest is established in Article III(b) of the Lease.

Tenant shall also pay to Landlord, when invoiced, any and all taxes and assessments levied or assessed on or against the use of the Leased Premises and/or the rental payments due hereunder.

(d) Payment. All payments of rent shall be sent to or made at the offices of Landlord designated in said Lease, or such other place as may be designated by Landlord. Rent shall be paid on the first day of the month for which due.

## Exhibit F

Receive	Transmit
45.82	43.58
72.02	45.18
72.36	96.5
72.94	101.1
147.615	104.1
161.73	147.015
161.76	152.03
163.2	152.57
164.275	152.84
164.35	163.2
167.85	168.45
455.5875	171.2
456.975	173
467.475	450.01
816.0625	450.5875
816.5625	450.925
816.7875	450.99
817.0625	451.975
817.5625	455.99
817.7875	462.475
818.0625	861.0625
818.5625	861.5625
818.7875	861.7875
819.0625	862.0625
819.5625	862.5625
819.7875	862.7875
820.0625	863.0625
820.5625	863.5625
820.7875	863.7875
897.025	864.0625
897.025	864.5625
947	864.7875
947.5	865.0625
949	865.5625
950.5	865.7875
959.9325	931.3375
2093	936.025
2110	2093
	2110

## ADDENDUM TO LEASE AGREEMENT

ADDENDUM to Lease Agreement of even date by and between Guy Gannett Publishing Co., a Maine corporation with offices in Miami, Florida, doing business as Bithlo Tower Company ("Landlord"), and Press Broadcasting Company, a NEW JERSEY corporation, with offices in NEPTUNE NEW JERSEY ("Tenant"):

W I T N E S S E T H:

WHEREAS, the parties hereto have executed, on even date herewith, a lease (the "Lease") which grants Tenant the right to lease space on Landlord's broadcast tower located in Bithlo, Florida (the "Tower"); and

WHEREAS, Landlord is party to a certain lawsuit filed by Rainbow Broadcasting Company ("Rainbow") which contests Landlord's ability to lease space on the Tower identified in the Lease without violating Rainbow's claimed rights under its lease with Landlord dated December, 1985 ("Rainbow Lease");

WHEREAS, Rainbow has been denied a preliminary injunction which sought to restrain Landlord from permitting Tenant's location at approximately the 1500 foot level of the Tower, but has nevertheless indicated it plans to proceed with the litigation; and

WHEREAS, Landlord and Tenant have agreed that Tenant's rights under the Lease shall be subject to whatever might result from any pending and future Rainbow litigation against Landlord;

NOW, THEREFORE, Landlord and Tenant hereby mutually agree, that the Lease be and the same hereby is amended as follows:

1. Agreements With Respect to Risks Associated With Rainbow Litigation

Tenant is fully aware of the pending Rainbow lawsuit described above and of Rainbow's stated determination to proceed with such litigation until its "rights have been vindicated" (See letter from Michael Nachwalter dated June 17, 1991 attached hereto as Exhibit A). Tenant further acknowledges that Rainbow may modify its claims in the pending lawsuit or file additional actions contesting Landlord's right and ability to comply with its obligations under the Lease or alleging breach of the Rainbow Lease by reason of the Lease with Tenant or covenants or agreements contained therein. Tenant also acknowledges that actions by Rainbow are wholly beyond the power of Landlord to

W  
E

anticipate or control and has been advised that Landlord will not agree to any compromise with Rainbow.

In consideration of and as an inducement to Landlord's entry into the Lease, Tenant hereby agrees that all costs, expenses and losses (direct or indirect, including but not limited to costs, damages, expenses and losses associated with any delay in Landlord's performance under the Lease or the loss, modification or curtailment of Tenant's rights under the Lease) experienced or incurred by Tenant (a) in connection with, or related to, litigation, administrative proceedings or other actions brought by, through or under Rainbow, its partners or the successors or assigns of either against Landlord or Tenant contesting Landlord's right to lease space to Tenant or the utilization of Landlord's Premises by Tenant, including without limitation actions contesting (i) either party's right to enter into the Lease, (ii) the location of Tenant's equipment on the Tower or elsewhere on Landlord's Premises or the construction of the Transmitter Building addition for Tenant's equipment, or (iii) preventing Landlord from fulfilling any of its other obligations under the Lease or from permitting Tenant to exercise any of its rights thereunder (hereafter "Rainbow Actions"), (b) arising or resulting from termination of the Lease as hereafter provided, or (c) arising or resulting from any and all delays in final resolution and execution of the Lease since the date on which Rainbow first threatened to attempt to prohibit Tenant's location on the 1500 foot level of the Tower, shall be the sole and separate responsibility of Tenant.

Any failure of Landlord to perform its obligations under the Lease by reason of a Rainbow Action shall be deemed excused, Landlord shall have no liability therefor and shall not be deemed to be in breach of its obligations under the Lease. For so long as any Rainbow Action prevents Landlord's performance under the Lease, Landlord's time for performance of any obligations so delayed shall be extended accordingly.

All of Landlord's representations, warranties and covenants in the Lease, express or implied, including but not limited to the covenant of quiet enjoyment, are hereby qualified accordingly.

## 2. Termination Rights.

A. Landlord shall have the right to terminate the Lease upon written notice to Tenant in the manner provided in the Lease in the event that:

(i) Landlord is enjoined, restrained or otherwise prohibited by a Rainbow Action from permitting the placement of Tenant's equipment at the height level on the Tower or at the

Transmitter Building location specified in the Lease or from constructing the addition to the Transmitter Building required for location of Tenant's transmitter and related equipment;

(ii) Tenant is enjoined, restrained or otherwise prevented by a Rainbow Action from permitting the placement of its equipment at the height level on the Tower or at the Transmitter Building location specified in the Lease;

(iii) Landlord is enjoined, restrained or otherwise prevented by a Rainbow Action from fulfilling any of its other obligations under the Lease or from permitting Tenant to exercise any of its rights thereunder;

(iv) Landlord believes, upon advice of counsel, that in connection with a Rainbow Action, Landlord has a material risk of being found to be in breach of the Rainbow Lease by virtue of its entry into the Lease or its performance of its obligations thereunder, and that, by termination of the Lease, Landlord may reasonably expect to mitigate damages for which it may be held liable in connection with the Rainbow Action, by out-of-court settlement or otherwise; or

(v) Landlord believes, upon advice of counsel, that an event described in Section 2A.(i), (ii) or (iii) is a likely result in a then pending Rainbow Action, and further determines that termination of the Lease may avoid Landlord's obligation to pay damages to Rainbow, its principals or successors or assigns, or may reduce the amount thereof.

B. Tenant shall have the right to terminate the Lease upon written notice to Landlord in the manner provided in the Lease in the event that:

(i) Tenant is enjoined, restrained or otherwise prohibited by a Rainbow Action from permitting the placement of Tenant's equipment at the height level on the Tower or at the transmitter building location specified in the Lease; or

(ii) Landlord is enjoined, restrained or otherwise prevented by a Rainbow Action from fulfilling any material obligation under the Lease or from permitting Tenant from exercising any material right thereunder for a period in excess of 180 days.

C. In the event of termination of the Lease by either party hereto in accordance with the provisions of Section 2A. or B. above, all terms of the Lessee, as amended hereby, which by their terms, or which by reasonable implication, are intended to survive the expiration or termination of the Lease, shall continue in full force and effect. Tenant shall also have the obligations set forth in Section 2D. below.

D. In the event of any termination of the Lease pursuant to the provisions of Section 2A. or B. above, Tenant shall:

(i) Promptly pay to Landlord any and all amounts due and owing under the Lease Agreement through the date of termination thereof;

(ii) Promptly after invoice, pay to Landlord any and all amounts payable pursuant to Section 2E. below; and

(iii) Dismantle, disconnect and remove, at Tenant's sole expense, the equipment of Tenant which has been installed in or connected to the Tower, the Transmitter Building or Landlord's Premises, subject to the conditions for removal set forth in the Lease.

If Tenant has not removed its equipment within 30 days of termination of the Lease pursuant to Section 2A. or B. above, such equipment shall be considered to have been abandoned by Tenant and shall become the property of Landlord.

Notwithstanding the foregoing, if within 30 days of any termination of the Lease as provided in Section 2A. or B. above, Tenant requests, in writing, that in lieu of the requirements specified in Section 4D(i), (ii) and (iii) above, the parties enter into a new Lease, Landlord shall execute a new lease with Tenant upon all of the same terms and conditions of the Lease, except that:

(a) Such replacement lease shall provide for Tenant's placement of its equipment on the 1300 foot level of the Tower (the exact location to be determined by Landlord) until such time as (1) Landlord is released from any applicable court order enjoining, restraining or otherwise prohibiting the placement of Tenant's equipment at the height level specified on the Tower, or (2) in the case of a termination of the Lease for a reason other than such a court order, Landlord determines, in its sole discretion, that it is able to relocate Tenant's equipment to the 1500 foot level of the Tower without breaching in any respect the Rainbow Lease and without incurring any damages to Rainbow by such relocation of Tenant's equipment. Any such replacement lease shall provide that Tenant's equipment shall be restored to the 1500 foot Tower level at such time; and

(b) If Landlord has been enjoined, restrained or otherwise prohibited from location of Tenant's transmitter and related equipment in the Transmitter Building location provided in the Lease or believes that it may be found in breach of the Rainbow Lease by such placement, the replacement lease shall

provide for Tenant's equipment to be housed in another location satisfactory to Tenant.

E. Notwithstanding a termination of the Lease pursuant to the provisions of Section 2A. or B. above, Tenant shall be obligated to reimburse Landlord for all costs incurred by Landlord in connection with the performance of the Landlord's Work in accordance with the provisions of Section IV(C) of the Lease Agreement, except in the case of a termination solely on account of Landlord's default under the Lease. Termination for the reasons set forth in Section 2A. and B. above shall not be considered a termination on account of Landlord's default. Tenant further agrees that Landlord shall have the right to complete any of the Landlord's Work notwithstanding any termination of the Lease, with Tenant being responsible as provided herein and in the Lease for reimbursing all costs of such work whether incurred before or after the effective date of such termination. Tenant's letter of credit securing its cost reimbursement obligations shall specifically refer to this Addendum and the provisions of this subsection as included among the obligations which may be satisfied from the proceeds of any drawing. As provided in Article IV(b) of the Lease, Tenant's interest in the Transmitter Building shall become the property of Landlord upon termination of the Lease.

### 3. Release By Tenant.

Tenant for itself, its successors and assigns, releases, acquits and forever discharges Landlord, its successors, assigns, and insurers, of and from any and all actions, causes of action, claims or demands for damages, costs, expenses, compensation, consequential damage, contribution, indemnification, or any other thing whatsoever on account of, or in any way connected with, related to or arising or resulting from (a) any litigation, administrative proceedings or other actions brought by, through or under Rainbow, its partners or the successors or assigns of either, against Landlord or Tenant contesting Landlord's right to lease space to Tenant or the utilization of Landlord's Premises by Tenant; (b) the termination of the Lease as provided in Section 2 above; (c) any and all delays in final resolution and execution of the Lease; or (d) any delay in performance of Landlord's obligations under the Lease to the extent excused hereby. Tenant hereby assumes all risk, chance or hazard that its injuries or damage, if any, caused by any of the foregoing may be or become greater or more extensive than is now known, anticipated or expected. No promise or inducement which is not herein expressed has been made to Tenant. In executing this release, Tenant does not rely upon any statement or representation made by Landlord or any person representing Landlord concerning the nature, extent or duration of said damage or losses or the legal liability therefor.

The giving and acceptance of this release shall in no way prejudice any defenses or any claims that either party may have against any other person, corporation, partnership or other entity arising out of the above-described events.

4. Interpretation.

Nothing contained herein is intended to mean, suggest or imply that Tenant's entry into the Lease is in derogation of, or limits, erodes or affects any rights accorded Rainbow under the Rainbow Lease. The parties hereto believe that Rainbow's claim that it has an exclusive right to the 1,500 foot space on the Tower is without legal merit and that the Lease in no manner interferes or is inconsistent with Rainbow's rights under the Rainbow Lease.

Except as specifically set forth herein, all of the terms and provisions of the Lease shall remain in full force and effect. All the terms and provisions of this Addendum shall survive termination of the Lease. All capitalized terms used in the Addendum which are defined in the Lease shall have the meaning provided in the Lease.

Dated this 25 day of June, 1991.

Landlord: Guy Gannett Publishing Co.  
d/b/a Bithlo Tower Company

By: Michael L. Bork  
Its Vice President - ~~Finance~~ TV

Tenant: Press Broadcasting Company

By: Alfred D. Colantonio  
Its VP/CFO

SEL/40050.CE7